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NOT TO BE PUBLISHED IN OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FIVE

CARL LIPPENBERGER et al., Cross-complainants and Respondents. v. CANAL PROPERTIES et al., Cross-defendants and Appellants,	A121591 (City and County of San Francisco Super. Ct. No. CGC 05444673)

A limited liability company (LLC) sued a law firm for malpractice, and the firm countersued for outstanding fees, naming both the company and its individual managing member as cross-defendants. After granting summary judgment to the law firm on the legal malpractice action, the trial court found that the managing member promised both orally and by his conduct to assume personally the liability for fees incurred for the company's legal representation. The court entered judgment against him and the LLC for the outstanding fees. On appeal, the managing member argues he was entitled to either dismissal of the cross-complaint or referral to arbitration under the mandatory fee arbitration act, and further that any fee agreement between himself and the law firm is unenforceable because it was not in writing. We affirm.

I. BACKGROUND

Andrew Wiecks (Wiecks) is a businessman dealing in real estate and using the fictional business names Burlingame Management and Burlingame Mortgage. His business interests included ownership in limited liability companies, including nominal

appellant Canal Properties, LLC (Canal). On June 21, 2002, Wiecks signed a legal services agreement with Lippenberger, Thompson, Welch, Soroko and Gilbert, LLP, Attorneys at Law (Lippenberger) for representation of Burlingame Management in a dispute with a mortgage brokerage. Over the next two years, Wiecks retained Lippenberger to represent him and his affiliated companies in seven additional matters without executing new written fee agreements. Lippenberger sent its bills for these matters to Burlingame Management's address and the bills were paid with checks drawn on accounts of "Andrew Wiecks dba Burlingame Management" and "Andrew Wiecks dba Burlingame Mortgage."

The last of the engagements was for representation of Canal in a lawsuit against Alliant Tax Credit V, Inc. and Alliant Tax Credit Fund V Limited Partnership (collectively, Alliant) in a federal district court action, *Canal Properties LLC v. Alliant Tax Credit V* (N.D.Cal. C 02-01871 SI) (*Canal v. Alliant*). According to the complaint in that matter, Canal, Alliant, and Foundation for Affordable Housing III, Inc. had formed a partnership, Sommerhill Townhomes, LP (Sommerhill), to invest in, own and manage an apartment complex in San Rafael previously owned by Canal alone. In March 2001, Alliant removed Canal as General Administrative Partner of Sommerhill, alleging Canal had breached the partnership agreement and failed to cure the breaches after notice. Alliant contended that Canal had forfeited its interest in Sommerhill when it was removed as General Administrative Partner. The lawsuit sought a declaration of Canal's rights and duties under the partnership agreement, specific performance of the agreement, reinstatement as General Administrative Partner, and damages.

In the spring of 2003, Wiecks fired Canal's then-current counsel in *Canal v. Alliant* and retained Lippenberger to assume responsibility for the case. The central dispute in this action and appeal is whether, when Wiecks retained Lippenberger to represent Canal in the litigation, he made an enforceable promise to be personally liable for Lippenberger's fees.

In about June 2004, Wiecks discharged Lippenberger in the *Canal v. Alliant* matter and hired new counsel. Several Lippenberger bills for fees and costs in the case, totaling $ 210,613.39, were never paid.

On February 2, 2005, an adverse judgment was entered against Canal in the *Canal v Alliant* litigation. In September 2005, Canal initiated this action against Lippenberger and several of the firm's attorneys (collectively, the Lippenberger defendants) for legal malpractice in the *Canal v. Alliant* case.[1]

On January 5, 2006, Canal's attorney prosecuting the legal malpractice action filed a motion to be relieved as counsel due to "a significant and irreparable breakdown in the attorney-client relationship." The motion was granted effective February 11. There was no immediate substitution of new counsel, and as a result Canal was then unrepresented.

On February 27, 2006, Lippenberger filed a cross-complaint against both Canal and Wiecks to collect fees it alleged were owed for its representation of Canal in the *Canal v. Alliant* litigation. An answer to the Lippenberger cross-complaint was filed by Wiecks on April 20, 2006, "individually and as managing agent of CANAL PROPERTIES, LLC" for "Plaintiff in Pro Per."

In September 2006, the Lippenberger defendants moved for summary judgment of Canal's malpractice complaint on statute of limitations grounds. Wiecks again personally filed the opposition to the summary judgment "in Pro Per for Canal,"[2] but submitted no

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[1] Canal also sued another attorney, Stephen Ryan, who represented Canal prior to Lippenberger, for professional negligence. Ryan demurred, arguing the complaint failed to state a valid claim for relief, that the complaint lacked sufficient specificity, and that Canal's claim against Ryan was barred by the applicable statute of limitations. The demurrer was heard after Canal's attorney had been granted leave to withdraw as counsel, and no opposition was filed. The demurrer was sustained without leave to amend.

[2] In our view Canal, as a limited liability company, may not appear in court in propria persona. It has long been held that a corporation generally cannot represent itself in court either in propria persona or through an officer or agent who is not an attorney. (*Caressa Camille, Inc. v. Alcoholic Beverage Control Appeals Bd.* (2002) 99 Cal.App.4th 1094, 1101 [citing inter alia *Merco Constr. Engineers, Inc. v. Municipal Court* (1978) 21 Cal.3d 724, 727, 729 (*Merco*) and *Paradise v. Nowlin* (1948) 86 Cal.App.2d 897, 898 (*Paradise*)].) The rationale of the cases is that a corporation is not a natural person and

evidence to support its arguments. On December 5, 2006, the trial court granted summary judgment to the Lippenberger defendants on Canal's complaint because the "moving party shifted [the] burden [of production] and [the] opposing party failed to produce any competent evidence to create a triable issue of fact."

On October 31, 2006, Lippenberger filed a motion to compel Canal's responses to form and special interrogatories, a demand for inspection of documents, and requests for admissions, and sought monetary sanctions against both Canal and Wiecks for their failure to respond to these discovery requests. On November 21, the Lippenberger defendants filed a motion to compel Wiecks's deposition and sought monetary sanctions against Canal and Wiecks for Wiecks's failure to appear at a noticed deposition. Neither Canal nor Wiecks filed written opposition to these motions. The court granted the motions in December and deemed admitted Lippenberger's requests for admissions. Thereafter, Wiecks appeared for a deposition, but Canal never responded to the written discovery demands.

A bench trial on the cross-complaint to collect Lippenberger's fees began on January 17, 2007. Wiecks appeared individually and as managing member of Canal, but acknowledged that he had no counsel to represent Canal. Lippenberger filed pretrial motions in limine to exclude Canal and Wiecks from introducing any documentary evidence or calling any witnesses other than Wiecks because they had not responded to the written discovery demands, and to exclude any expert witnesses for Canal or Wiecks because they had not identified any expert witnesses in response to Lippenberger's demand. At the outset of trial, Lippenberger argued that, in light of the court's orders granting summary judgment on Canal's complaint and deeming admitted Lippenberger's

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may only act through agents and representatives, and that the judiciary may insist on representation by persons qualified to practice law. (*Id.* at pp. 1101–1102 [citing *Paradise*, at p. 898, and *Merco*, at pp. 730, 732].) This rationale would apply equally to a limited liability company, which, like a corporation, is legal entity separate and apart from its members. (Corp. Code, §§ 17003, 17101; *PacLink Communications Internat., Inc. v. Superior Court* (2001) 90 Cal.App.4th 958, 963; *Grosset v. Wenaas* (2008) 42 Cal.4th 1100, 1108.) Wiecks acknowledged this rule in his closing trial brief, contending that Canal was unrepresented at trial.

requests for admission, the only remaining issue for decision was whether Lippenberger's fees and costs were reasonable and necessary. It further argued that expert testimony was required on the issues of reasonableness and necessity, and Canal and Wiecks were precluded from calling an expert. Moreover, Canal's admissions precluded any claim for offset from the unpaid fees.

The court granted the motions in limine and agreed that the exclusion of expert witnesses and the deemed admissions left Canal and Wiecks with no evidence to contest the reasonableness and necessity of the fees or to assert offsets against the unpaid fees. The court heard testimony from Lippenberger's expert that the fees and costs charged to Canal were reasonable and necessary, and testimony from Wiecks and Carl Lippenberger on Wiecks's individual liability for the fees. Carl Lippenberger testified that he knew when he took on the *Canal v. Alliant* case that all of Canal's assets were contested and the company might not be able to pay its own legal fees. He would not have taken on the case had Wiecks not agreed to be personally liable for the fees. Wiecks admitted that the fees for the *Canal v Alliant* litigation were invoiced to Burlingame Management, his dba, and paid from a Burlingame Management account. At the close of evidence, the court found that the only contested issue was whether Wiecks was personally liable for the fees. In lieu of oral closing arguments, the court directed the parties to file closing briefs.

In its closing brief, Lippenberger argued it had an oral and implied contract with Wiecks that he would pay the legal fees and costs in the *Canal v. Alliant* litigation, and that Wiecks also was liable on a quantum meruit theory of recovery. Wiecks argued that Lippenberger failed to prove that he agreed orally or by his conduct that he would personally pay Canal's fees.[3] He also argued that Lippenberger could not pursue a claim against him individually because it never provided him with notice of his right to fee

[3] Canal's malpractice complaint alleged the existence of a written fee agreement between Canal and Lippenberger. No evidence of such an agreement was produced at trial, and the court found that there were no other written agreements.

arbitration under Business and Professions Code section 6201, subdivision (a).[4] Further, he argued that Lippenberger could not collect fees from him in the absence of a written agreement under section 6148, and that there was no applicable statutory exception to the written fee agreement requirement under section 6148, subdivision (d). Finally, he argued that any quantum meruit remedy must be sought from Canal, the entity that received Lippenberger's services, not Wiecks. In reply, Lippenberger argued that any right Wiecks had to arbitrate the fee dispute was waived pursuant to section 6201, subdivision (d), because Wiecks brought suit on behalf of Canal for legal malpractice. On the quantum meruit issue, Lippenberger argued it had a right to recover from Wiecks personally because "the law firm acted pursuant to the express request of Mr. Wiecks . . . [to] perform the services for which it now seeks payment." Lippenberger did not respond to Wiecks's arguments under section 6148.

In June 2007, the trial court issued a final statement of decision in which it found that Wiecks personally made an oral contract to pay Lippenberger for its legal services in the *Canal v. Alliant* matter, and that the intent of the oral contract had been confirmed by Wiecks's payment for legal services individually. In July, the court entered judgment for the Lippenberger defendants on Canal's complaint, and for Lippenberger and against Wiecks and Canal on the cross-complaint in the amount of $210,613.39 in fees plus interest.

Wiecks then obtained counsel to represent him personally, and apparently Wiecks filed a motion for a new trial although no new trial motion is included in the record. He argued the order excluding evidence and witnesses should not have been applied to him individually because the written discovery demands were directed only to Canal. At an August 9, 2007 hearing, the court ruled that it had erred when it barred Wiecks individually from presenting evidence at the trial. Because the exclusion of the evidence had essentially prevented Wiecks from presenting a defense, the court also granted Wiecks's motion for a new trial. Rather than retry the entire case, the court asked Wiecks

[4] All statutory references are to the Business and Professions Code unless otherwise indicated.

to "develop an offer of proof as to what evidence or what witnesses he plans on presenting" and it gave Lippenberger an opportunity to respond.

Wiecks filed an extensive offer of proof, a motion to bifurcate the retrial so that contract formation issues could be tried first, and made a demand for a jury trial. At an October 19, 2007 hearing on the motion to bifurcate, Wiecks's counsel said he intended to reframe the motion as a motion for judgment on the pleadings. He filed that motion on October 23, 2007. After a hearing on November 28, 2007, the court took the matters under submission.

In January 2008, Wiecks's attorney was granted leave to withdraw as counsel due to irreconcilable differences with Wiecks. At a February 1, 2008 pretrial conference, at which Wiecks did not appear, the court denied the motion for judgment on the pleadings, denied Wiecks's demand for a jury trial, tentatively granted Lippenberger's objections to Wiecks's offer of proof and evidence, and tentatively granted Lippenberger's request for judicial notice. After a further noticed hearing at which Wiecks did not appear, the court made its tentative orders final.

The matter was called for partial retrial on February 21, 2008. When the court invited Wiecks to present his additional evidence, Wiecks said he had filed for mandatory arbitration of the fee dispute. Lippenberger argued the arbitration issue had been litigated, that only the client Canal had a statutory right to arbitrate the fee dispute, that Canal had waived that right by filing its legal malpractice suit, and that Wiecks's request for arbitration was untimely in any event. The court ruled, "[A]t this point at the eleventh hour, again before trial, the court has the authority and the discretion to proceed with the trial and deny your request for arbitration. [¶] And the court is denying your request for arbitration. It is untimely." When the court asked Wiecks if he wanted to proceed with trial, he said he did not.

On March 6, 2008, the court entered judgment for Lippenberger. On the cross-complaint, the court entered judgment against Wiecks individually and dba Burlingame Management, and against Canal, in the amount of $210,613.39 for unpaid legal fees and costs advanced plus interest.

II. DISCUSSION

Wiecks argues the cross-claims against him should have been dismissed or referred to arbitration under section 6201. He also argues that he cannot be held personally liable for Canal's fees because there was no written fee agreement or applicable exception to the written fee agreement requirement of section 6148. Neither argument is persuasive.

As a preliminary matter, we conclude that Canal has abandoned its appeal, assuming its notice of appeal was valid in the first place. Wiecks filed a notice of appeal in propria persona, purportedly on behalf of Canal as well as himself. As noted *ante*, however, limited liability companies cannot appear in court in propria persona but must be represented by an attorney. There is a split in authority over whether the filing of a notice of appeal constitutes legal representation under this rule[5] and, if it does, whether a notice of appeal filed in propria persona for a limited liability company is void or whether the error can be cured.[6] We need not resolve these issues as they apply here because, even assuming Canal perfected a valid appeal, its opening brief (which was filed by an attorney) seeks no relief on its behalf. The only relief requested in Appellant's Opening Brief is removal of Wiecks from the judgment. Therefore, Canal has effectively abandoned its appeal and we shall affirm the judgment as it applies to Canal. (See *Badie v. Bank of America* (1998) 67 Cal.App.4th 779, 784–785 ["when an appellant fails to raise a point . . . we treat the point as waived"].)

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[5] See *City of Downey v. Johnson* (1968) 263 Cal.App.2d 775, 780–782 [drawing distinction between in propria persona filing of notice of appeal versus pleadings, papers and briefs; holding notice of appeal filed in propria persona by executor of estate was valid]; cf. *Rogers v. Municipal Court* (1988) 197 Cal.App.3d 1314, 1316–1317 [citing *City of Downey v. Johnson* favorably and holding corporate officer can file notice of appeal of labor commissioner decision].)

[6] Compare *Paradise, supra,* 86 Cal.App.2d at p. 898 [void] with *CLD Construction, Inc. v. City of San Ramon* (2004) 120 Cal.App.4th 1141, 1149 [filing of complaint for corporation in propria persona was curable defect]. Although we held in *CLD Construction* that such a defect is curable, the defect probably cannot be cured in this case because the attorney who filed an opening brief on Canal's (as well as Wiecks's) behalf has withdrawn from the case.

A. Mandatory Fee Arbitration

Wiecks's first claim arises from the mandatory fee arbitration act (MFAA) set forth in section 6200 et seq. (See *Aguilar v. Lerner* (2004) 32 Cal.4th 974, 979 [referring to statutory scheme as "mandatory fee arbitration act" and "MFAA"].) The MFAA is an arbitration scheme separate and distinct from the generally applicable California Arbitration Act (Code Civ. Proc., § 1280 et seq.) and it has its own rules and limitations: the MFAA applies only to disputes over attorney fees and costs; the obligation to arbitrate derives from statute not from contract; arbitration under the statute is voluntary for the client and mandatory for the attorney; and the arbitration award is nonbinding, with each party having the right to demand a trial de novo. (*Aguilar v. Lerner, supra,* 32 Cal.4th at pp. 983–985.)

Wiecks argues that Lippenberger was required to serve him with notice of his arbitration rights under section 6201, subdivision (a). His argument is supported by case law; however, as we explain *post,* he is not entitled to relief as a consequence of not having received the notice.

Section 6201, subdivision (a) provides: "[A]n attorney shall forward a written notice to the client prior to or at the time of service of summons or claim in an action against the client . . . for recovery of fees, costs, or both. The written notice . . . shall include a statement of the client's right to arbitration under this article." In *Wager v. Mirzayance,* the Second District Court of Appeal held that the protections of the MFAA extend to a person who retains and promises to pay an attorney to provide legal services to another. (*Wager v. Mirzayance* (1998) 67 Cal.App.4th 1187, 1190 (*Wager*).) In *Wager,* the defendant retained and promised to pay an attorney to defend his son in a criminal action. (*Id.* at pp. 1188–1189.) The court of appeal found that the father was the attorney's "client" within the meaning of section 6201, subdivision (a). " It is the debtor/creditor relationship which the client has to the attorney, not the relationship of consumer/provider of legal services, with which the mandatory attorney fee arbitration statute is concerned. . . . When the attorney is retained by one person to provide legal services to another, the one who has agreed to pay the lawyer's bills is the one entitled to

arbitrate any fee dispute." (*Id.* at p. 1190.) Under *Wager*, Wiecks was entitled to receive notice of his rights under the MFAA.

On the issue of what remedy was available to Wiecks in the trial court for Lippenberger's failure to provide such notice, Wiecks's position is not clear. At one point, he argues the trial court "erred in failing to dismiss the cross complaint, at least as to Wiecks, *and/or* in failing to refer the case to the local bar association for mandatory fee arbitration." (Italics added.) Elsewhere, he argues the court "should have dismissed the cross[-]complaint against Wiecks *and* referred the matter to mandatory fee arbitration." (Italics added.) We conclude he was entitled to neither dismissal of the cross-claims against him nor referral of the matter to arbitration.

Section 6201, subdivision (a) does provide that "[f]ailure to give this notice shall be a ground for the dismissal of the action or other proceeding." However, as Wiecks acknowledged below dismissal under this provision is discretionary, not mandatory. (*Richards, Watson & Gershon v. King* (1995) 39 Cal.App.4th 1176, 1177; *Law Offices of Dixon R. Howell v. Valley* (2005) 129 Cal.App.4th 1076, 1090 (*Howell*).) Wiecks states on appeal that he asked the trial court to dismiss the cross-claims against him pursuant to section 6201, subdivision (a), but his record citations do not support this representation. The record reflects that Wiecks instead demanded arbitration of the claims, and the statute provides that a fee action should be stayed rather than dismissed pending arbitration. (§ 6201, subd. (c).) Because Wiecks never requested dismissal under section 6201, subdivision (a), the trial court obviously did not abuse its discretion in failing to dismiss the action. (See *Aheroni v. Maxwell* (1988) 205 Cal.App.3d 284, 294–295 [client must move for dismissal under § 6201, subd. (a)].)

Regarding Wiecks's claim that he was entitled to compel arbitration of the fee dispute with Lippenberger, we conclude the trial court reasonably found that Wiecks had

waived[7] his right to arbitration through unreasonable delay. (See *Howell, supra,* 129 Cal.App.4th at p. 1098 [determination of waiver is a question of fact].)

The MFAA also sets forth specific conditions under which a client waives its right to demand arbitration under the statute, including the failure to request arbitration within 30 days of receiving a section 6201, subdivision (a) notice (§ 6201, subd. (a)), the failure to request arbitration before filing an answer if the party has received notice (§ 6201, subd. (b)), and the filing of a legal malpractice action against the attorney (§ 6201, subd. (d)). These statutory waiver provisions, however, are not exclusive. (*Howell, supra,* 129 Cal.App.4th at pp. 1094–1095.) A client may also waive his right to arbitration by conduct inconsistent with an intent to invoke arbitration, unreasonable delay, and bad faith conduct. (*Id.* at p. 1096.) Six factors are considered: " ' "(1) whether the party's actions are inconsistent with the right to arbitrate; (2) whether 'the litigation machinery has been substantially invoked' and the parties 'were well into preparation of a lawsuit' before the party notified the opposing party of an intent to arbitrate; (3) whether a party either requested arbitration enforcement close to the trial date or delayed for a long period before seeking a stay; (4) whether a defendant seeking arbitration filed a counterclaim without asking for a stay of the proceedings; (5) 'whether important intervening steps [e.g., taking advantage of judicial discovery procedures not available in arbitration] had taken place'; and (6) whether the delay 'affected, misled, or prejudiced' the opposing party. [Citations.]" [Citation.]' [Citation.] [¶] While no single factor is determinative, it is nonetheless true that '[i]n California, whether or not litigation results in prejudice also is critical in waiver determinations. [Citations.]' [Citations.]" (*Howell, supra,* 129 Cal.App.4th at p. 1097.)

Wiecks first demanded arbitration in his closing brief *following* the first trial in this matter. The trial itself took place almost a year after the cross-complaint was filed.

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[7] The failure to timely assert a right is actually a "forfeiture," whereas the intentional relinquishment of a right is a "waiver." (*People v. Simon* (2001) 25 Cal.4th 1082, 1097, fn. 9.) However, section 6201 itself refers to untimely demands for arbitration and other unintentional abandonments of the right as "waivers." (§ 6201, subds. (a), (b), (d).) Therefore, we use the term "waiver" here.

Wiecks's demand was buried in his closing trial brief rather than filed as a separate motion, and he took no further action for months when the trial court entered judgment without expressly responding to his demand for arbitration. After obtaining counsel, Wiecks filed a successful motion for a new trial and still did not renew his demand for arbitration. Not until the opening day of the retrial did he ask the court to refer the matter for arbitration. These delays were wholly inconsistent with an intent to arbitrate the claims and resulted in substantial prejudice to Lippenberger: not only had Lippenberger already spent two years litigating its cross-complaint and incurred substantial litigation costs, but the firm had also disclosed its legal theories, its expert witness testimony, and all of its other evidence on the fee issue. The trial court's determination that Wiecks's demand for arbitration was untimely is well supported by the record. (See *Howell, supra*, 129 Cal.App.4th at p. 1098 [determination of waiver is a question of fact].)

B. Written Fee Agreement Requirement

Wiecks's second claim is that his oral or implied agreement to pay Canal's legal fees is unenforceable under section 6148, which requires legal fee agreements to be in writing. We conclude that, regardless of whether Wiecks's agreement would have been *voidable* under the statute, Wiecks remains liable for the reasonable cost of the legal services he asked Lippenberger to perform.

Section 6148 provides: "(a) In any case not coming within Section 6147 [governing contingency fee agreements] in which it is reasonably foreseeable that total expense to a client, including attorney fees, will exceed one thousand dollars ($1,000), the contract for services in the case shall be in writing. . . . [¶] . . . [¶] (c) Failure to comply with any provision of this section renders the agreement voidable at the option of the client, and the attorney shall, upon the agreement being voided, be entitled to collect a reasonable fee. [¶] (d) This section shall not apply to any of the following: [¶] . . . [¶] (2) An arrangement as to the fee implied by the fact that the attorney's services are of the same general kind as previously rendered to and paid for by the client. [¶] . . . [¶] (4) If the client is a corporation."

In arguing that section 6148 renders his oral contract to pay Canal's fees unenforceable, Wiecks takes inconsistent positions on whether he or Canal is the "client" within the meaning of the statute. On the one hand, he implicitly claims that his contract with Lippenberger was a "contract for services" under section 6148 and that he thus had the right as the "client" to void the contract because it was not in writing. He further posits himself as the "client" by arguing the statutory exception of section 6148, subdivision (d)(4)—"[i]f the client is a corporation"—does not apply because he is an individual, not a corporation. On the other hand, he argues that the exception of section 6148, subdivision (d)(2)—"[a]n arrangement as to the fee implied by the fact that the attorney's services are of the same general kind as previously rendered to and paid for by the client"—does not apply because Canal is not the same "client" as the "client" in the original June 2002 written fee agreement to represent Burlingame Management. Similarly, he argues the quantum meruit remedy codified in section 6148, subdivision (c) cannot apply to him because he was not the client who received services from Lippenberger.

Regardless of how we resolve the "client" issue, Wiecks's claims under the statute fail. If we applied *Wager*, we would conclude that Wiecks is the "client" under the statute because section 6148, like section 6201, concerns itself with "the debtor/creditor relationship which the client has to the attorney, not the relationship of consumer/ provider of legal services . . . ." (*Wager, supra,* 67 Cal.App.4th at p. 1190.) This concern is well illustrated by section 6148, subdivision (a)(1), which requires that the fee agreement state the "basis of compensation including, but not limited to, hourly rates, statutory fees or flat fees, and other standard rates, fees, and charges applicable to the case," and by subdivision (b), which sets forth detailed requirements for billings under the fee agreement. Under the *Wager* approach, the oral contract in which Wiecks agreed to pay for Lippenberger's representation of Canal was voidable by Wiecks as the "client" unless one of the exceptions of section 6148, subdivision (d) applied. We assume without deciding that none of those exceptions applies.

Lippenberger nevertheless would be "entitled to collect a reasonable fee" under section 6148, subdivision (c). Expert testimony at trial established the reasonableness of Lippenberger's fees. According to Wiecks, Lippenberger can only collect the reasonable value of its services from the direct recipient of its services, Canal. He is incorrect. First, section 6148, subdivision (c) does not expressly limit the attorney's "entitle[ment] to collect a reasonable fee" to a recovery from the direct recipient of the legal services. Second, analogous quantum meruit case law, which Wiecks insists should control our interpretation of section 6148, subdivision (c), establishes Wiecks's liability despite his argument to the contrary. In *Earhart v. William Low Company*, the Supreme Court held that "compensation for a party's performance should be paid by the person whose request induced the performance." (*Earhart v. William Low Company* (1979) 25 Cal.3d 503, 515.) Stated differently, "a party who expends funds and performs services at the request of another, under the reasonable belief that the requesting party will compensate him for such services, may recover in quantum meruit although the expenditures and services do not directly benefit . . . the requesting party." (*Id.* at p. 505.) The trial court found that Wiecks orally agreed to pay Lippenberger for its legal representation of Canal in *Canal v. Alliant.* Under quantum meruit doctrine, he was obligated to compensate Lippenberger for the reasonable value of those services.

If, rather than following the approach of *Wager, supra,* 67 Cal.App.4th 1187, we conclude that Canal is the "client," the outcome is the same. Wiecks would then enjoy no protection under the statute, and he has cited no other legal authority that would render his oral contract with Lippenberger unenforceable.

In sum, regardless of how "client" is construed in section 6148, the statute affords Wiecks no relief.

III. DISPOSITION

The judgment is affirmed. Wiecks shall pay Lippenberger's costs on appeal.

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Bruiniers, J.

We concur:

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Jones, P. J.

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Simons, J.